

Township of Berkeley Heights
Union County, New Jersey
March 16, 2021

Adequate notice of this meeting has been provided by forwarding a copy to the Courier News, Star Ledger and posting on the Township website, at least forty-eight hours prior to the meeting, all in accordance with the Open Public Meetings Act. This meeting was contained on a list of meetings set by resolution dated January 5, 2021. This meeting will not substantially go past 10:30 p.m.

COUNCIL MEMBERS:

Gentiana Brahimaj
Manuel Couto – Vice President
Jeanne Kingsley - President
Alvaro Medeiros
Jeff Varnerin
Stephen Yellin
Angie Devanney- Mayor

AGENDA FOR PUBLIC MEETING

- I. CALL TO ORDER – 7:00 p.m.**
- II. ROLL CALL**
- III. FLAG SALUTE**
- IV. CONFERENCE SESSION - Communications Committee**
- V. REGULAR AGENDA**
- VI. TOWNSHIP COUNCIL REPORTS**
 - A. Gentiana Brahimaj**
 - B. Manuel Couto – Vice President**
 - C. Jeanne Kingsley - President**
 - D. Alvaro Medeiros**
 - E. Jeff Varnerin**
 - F. Stephen Yellin**
- ADMINISTRATION REPORTS**
 - Mayor Devanney**
 - Township Administrator – Liza Viana**

VII. HEARING ON AGENDA ITEMS ONLY:

Comments are welcome during this portion of the meeting via Zoom: <http://zoom.us/s/3575747364>; if you need to enter a meeting ID it is: **357-574-7364**. Before making a comment, all speakers must identify their name and address. Each speaker is limited to 3 minutes. Written comments may also be submitted in lieu of verbal comments via the zoom chat function prior to the end of the hearing. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

Alternatively, you may submit written comments in advance of the meeting either via electronic mail (to: aminkoff@bhtwp.com) or by written letter (to: Township Clerk, 29 Park Avenue, Berkeley Heights, NJ 07922), including commenter's full name and address, which must be received by the Township Clerk by 4:00 P.M. on the date of the Zoom meeting.

VIII. NEW BUSINESS – RESOLUTIONS OFFICIAL ACTION WILL BE TAKEN ON THE FOLLOWING:

1. Resolution approving Bill List dated March 16, 2021 in the amount of \$1,878,158.36.
2. Resolution extending the commuter parking permits expiring on March 31, 2021, for an additional (3) months until June 30, 2021,
3. Resolution authorizing a fifth amendment with Chevron Environmental, for the purpose of providing for the discharge of pretreated groundwater, for an additional (5) five years effective February 13, 2021. (11 Summit Avenue)
4. Resolution authorizing an emergency contract to Mazza Complete Landscaping & Construction for the removal of snow, for an amount not to exceed \$10,000.00.
5. Resolution authorizing a contract with Philadelphia Mixers, for emergency repairs and replacement, at the Wastewater Treatment Plant in an amount not to exceed. \$59,600.00.
6. Resolution authorizing amending the 2021 temporary appropriations.
7. Resolution authorizing a Shared Service agreement with the Board of Education, regarding BH GLTV for a five year term, not to exceed a total of \$7,500.00.
8. **CONSENT AGENDA** – All matters listed under Consent Agenda are considered routine by the Township Council and will be enacted upon by one motion; there will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.
 - a. Resolution removing Anthony Delia, from the active roster of the Berkeley Heights Volunteer Fire Department.

- b. Resolution appointing John Bernier to the Junior Division of the Berkeley Heights Volunteer fire Department.

IX. INTRODUCTION OF ORDINANCES:

Public Hearing and Final Adoption scheduled for April 6, 2021

1."AN ORDINANCE AMENDING SECTION 17.11.6 (ADDITIONAL FEES) OF THE MUNICIPAL CODE OF THE TOWNSHIP OF BERKELEY HEIGHTS SO AS TO ESCROW FEES TO COVER THE COST OF TAX MAP REVISIONS."

2. "An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, extending the effective period of Ordinance 25- 2020, which authorizes restaurants to establish and operate approved temporary dining areas during the COVID-19 pandemic."

X. CITIZENS HEARING:

Comments are welcome during this portion of the meeting via Zoom: <http://zoom.us/s/3575747364>; if you need to enter a meeting ID it is: **357-574-7364**. Before making a comment, all speakers must identify their name and address. Each speaker is limited to 3 minutes. Written comments may also be submitted in lieu of verbal comments via the zoom chat function prior to the end of the hearing. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

Alternatively, you may submit written comments in advance of the meeting either via electronic mail (to: aminkoff@bhtwp.com) or by written letter (to: Township Clerk, 29 Park Avenue, Berkeley Heights, NJ 07922), including commenter's full name and address, which must be received by the Township Clerk by 4:00 P.M. on the date of the Zoom meeting.

XI. EXECUTIVE SESSION –

- 1. Attorney-Client Privilege– Affordable Housing**

XII. ADJOURNMENT

Ana Minkoff, Township Clerk

TOWNSHIP COUNCIL CORRESPONDENCE
February 2021

Correspondence received from:

- **Borough of New Providence** regarding the introduction of Ordinance 2021-01 amending their Zoning Ordinance;

Agenda Item # |

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

BE AND IT IS HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, in meeting assembled, authorizes and directs the Township Treasurer to make payment of vouchers listed on the Bill List dated 3/16/21, in the amount of \$1,878,158.36 such vouchers having been received by the Township Council, having been satisfied that appropriate procedure has been followed in the processing of said vouchers.

APPROVED this 16th day of March, 2021.

ATTEST:

Ana Minkoff
Township Clerk

#2

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, pursuant to Chapter 10.48, Section 10.48.050 of the Township of Berkeley Heights (hereinafter "Township") Municipal Code, the Township provides the option to purchase annual commuter parking permits at a cost of \$350.00; and

WHEREAS, the public health crisis from COVID-19 remains ongoing throughout the Township of Berkeley Heights and the State of New Jersey; and

WHEREAS, the 2020-2021 annual commuter parking permits are currently set to expire on March 31, 2021; and

WHEREAS, the Township desires to provide commuters with an additional three (3) months of approved parking with these permits due to the difficulties surrounding COVID-19.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey that the annual commuter parking permits expiring on March 31, 2021 shall remain valid for an additional three (3) months until June 30, 2021, and

BE IT FURTHER RESOLVED that the annual cost for the 2021-2022 commuter parking permits shall be \$270.00 for an effective period of July 1, 2021 through March 31, 2022.

Approved this 16th day of March 2021.

ATTEST:

**Ana Minkoff
Township Clerk**

Agenda Item No.: 3

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, on June 13, 2006, the Township of Berkeley Heights ("Township") and Chevron Environmental Management Company ("CEMC") entered into an agreement ("Agreement") that authorized Chevron to discharge pretreated groundwater emanating within its territorial boundaries into the central sanitary sewerage system of the Township as part of environmental remediation efforts at the former Millmaster Onyx Site ("Site"), located at 11 Summit Avenue; and

WHEREAS, the Township and Chevron amended the Agreement on July 24, 2007 ("First Amendment"), to remove reference to the anticipated flow rates and to extend the Agreement to February 13, 2009; and

WHEREAS, the Township and Chevron further amended the Agreement on February 3, 2009 ("Second Amendment"), to extend the time limit for the discharge of pretreated groundwater emanating within its territorial boundaries into the central sanitary sewage system of Berkeley Heights for a period of two (2) years, effective February 13, 2009; and

WHEREAS, the Township and Chevron further amended the Agreement on February 8, 2011 ("Third Amendment"), to extend the time limit for the discharge of pretreated groundwater emanating within its territorial boundaries into the central sanitary sewage system of Berkeley Heights for a period of five (5) years, effective February 13, 2011; and

WHEREAS, the Township and Chevron further amended the Agreement on February 9, 2016 ("Fourth Amendment"), to extend the time limit for the discharge of pretreated groundwater emanating within its territorial boundaries into the central sanitary sewage system of Berkeley Heights for a period of five (5) years, effective February 13, 2016; and

WHEREAS, based on the current status of the project CEMC has requested to further amend the terms of the June 13, 2006 Agreement, specifically the **NINTH** section, to extend the time limit for the discharge of pretreated groundwater emanating within its territorial boundaries into the central sanitary sewerage system of Berkeley Heights for another of five (5) year period, effective February 13, 2021; and

WHEREAS, the Director of the Township Water Pollution Control Plant advises that there is no objection to extending the Agreement for an additional five years; and

WHEREAS, the Township Council finds it to be in the best interest of the Township and its citizens to authorize the Fifth Amendment to the Agreement in order to allow for the continued remediation of the Site.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, that the appropriate municipal officials are hereby directed and authorized to execute the Fifth Amendment to the June 13, 2006, Agreement between the Township and Chevron Environmental Management Company in substantially the form attached hereto, for the purpose of amending section NINTH as stated above, effective February 13, 2021.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

APPROVED this 16th day of March, 2021.

ATTEST:

Township Clerk, Ana Minkoff

FIFTH ADDENDUM
TO AGREEMENT DATED JUNE 13, 2006
EXECUTED BETWEEN
CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY
AND
TOWNSHIP OF BERKELEY HEIGHTS

THIS Addendum, made this _____ day of _____, 20____, by and between,

CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY, , 6101
Bollinger Canyon Road, San Ramon, California 94583, hereinafter referred to as
"CEMC"; and,

TOWNSHIP OF BERKELEY HEIGHTS in the County of Union, a Municipal
Corporation of the State of New Jersey, party of the second part, hereinafter referred to as
"Berkeley Heights".

WHEREAS, CEMC and Berkeley Heights (hereinafter referred to as "parties")
entered into an Agreement dated June 13, 2006 (hereinafter referred to as the "June 13,
2006 Agreement"), for the purpose of providing for the discharge of pretreated
groundwater; and,

WHEREAS, said June 13, 2006 Agreement authorized the discharge of pretreated
groundwater to the central sewerage system of Berkeley Heights utilizing an existing
connection installed by CEMC, and handling of the pretreated groundwater from CEMC
in accordance with the terms and conditions set forth in the Agreement. The water is
being generated as part of environmental remediation efforts at the former Millmaster
Onyx Facility, located at 11 Summit Avenue in Berkeley Heights, New Jersey (Lots 1 &
2, Block 201) situated within the Township of Berkeley Heights; and,

WHEREAS, the parties amended the SECOND and NINTH sections of said June
13, 2006 Agreement on July 24, 2007; and,

WHEREAS, the parties amended the NINTH section of said June 13, 2006 Agreement on February 3, 2009; and,

WHEREAS, the parties amended the SIXTH and NINTH sections of said June 13, 2006 Agreement on February 8, 2011;

WHEREAS, the parties amended the NINTH section of said June 13, 2006 Agreement on February 9, 2016; and,

WHEREAS, based on the current status of the project CEMC is seeking to further amend the terms of the June 13, 2006 Agreement accordingly.

WITNESSETH:

NOW THEREFORE, the following provision of the June 13, 2006 Agreement, specifically the NINTH section is hereby modified as follows:

NINTH: This agreement shall continue subject to the limitations contained herein, for an additional period of **five (5) years, effective February 13, 2021** and shall be binding upon the respective parties, their successors and assigns. During the last three (3) months of the term of this agreement, the parties shall negotiate to renew this agreement on a mutually satisfactory and equitable arrangement. Upon expiration of the term of this agreement, this agreement shall be renewable on a monthly basis upon acceptance by both parties.

Except as modified hereby and in the July 24, 2007, February 3, 2009, February 8, 2011, and February 9, 2016 Addenda, all of the terms and conditions of the June 13, 2006 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed by their respective representative and respective corporate seals to be hereto affixed and attested, the day and year first above written.

Chevron Environmental Management Company

By Brian Connors Date 2/15/21
Brian Connors, Operations Lead

Township of Berkeley Heights

By _____ Date _____
Mayor Angie Devanney

By _____ Date _____
Township Clerk Ana Minkoff

#4

TOWNSHIP OF BERKELEY HEIGHTS

RESOLUTION AUTHORIZING EMERGENCY CONTRACT TO MAZZA COMPLETE LANDSCAPING & CONSTRUCTION FOR THE REMOVAL OF SNOW FOR AN AMOUNT NOT TO EXCEED \$10,000

WHEREAS, the Township of Berkeley Heights was in need of a contractor to remove snow during the last long significant snow storms in order to have all the town roadways plowed ASAP,

WHEREAS, due to the significant of the last snowstorms, the Township of Berkeley Heights tried to find other snow plowing contractors to assist with the process; however, most contractors had other obligations and were not available,

WHEREAS, Mazza Complete Landscaping and Contractor, 95 Long Hill Road, Gillette, NJ 07933, was available to assist the Township of Berkeley Heights during the last snowstorms in the clearing of all roadways, for an additional amount of \$10,000,

WHEREAS, a certification concerning the need for the performance of the necessary service for the clearing of the Township roads during the last long significant snowstorms has been submitted by the Director of Public Works, dated March 3, 2021, indicating this matter is of an emergent nature; and,

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union and in the State of New Jersey does hereby authorize the additional payment of up to \$10,000 to Mazza Complete Landscaping and Construction for the services of snow plowing in accordance with the N.J.S.A. 40A:11-6 of the Local Public Contracts Law because the failure to clear the roads of the Township of Berkeley Heights has a severe adverse impact on the health, safety and welfare of the general public.

APPROVED this 16th day of March, 2021

ATTEST:

Ana Minkoff, Township Clerk

CHIEF FINANCIAL OFFICER CERTIFICATION

I hereby certify that sufficient legal appropriated funds are available to pay for this emergency in Account T-20-46-460-017, and that these funds have not been certified as available for another pending contract,

Eugenia Poulos
Chief Financial Officer

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, an emergency affecting the health, safety and welfare of the general public has arisen in the Township of Berkeley Heights ("Township") concerning the Wastewater Treatment Plant ("WWTP"); and

WHEREAS, due to emergent conditions of the Nitrification System Surface Aerator system in the WWTP where chemicals are added to ultimately remove nitrates, etc. by the use of a very large mixer that is required to thoroughly mix the added chemicals to the wastewater to allow the bacteria to process the nitrates down to nitrogen gas which is released to the atmosphere. The aerator is not working properly and failure to replace it would cause greater amounts of nitrates/phosphorus to be discharged to the Passaic River causing potential harmful algal blooms during warmer months and a general degradation of existing water quality in the river in addition to being a non-compliant with the NJPDES permit for both nitrate and phosphorus; and

WHEREAS, on March 5, 2021, the Township's WWTP engineering consultant, Van Cleef Engineering Associates, submitted a declaration of emergency with respect to the above WWTP infrastructure, notifying the Township that due to the current condition of the Nitrification System Surface Aerator system and mixer, and despite efforts to implement temporary fixes, immediate repairs to such infrastructure are necessary, including the replacement of the surface aerator; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-6 authorizes the awarding of emergency purchases and contracts, without public advertising for bids and bidding therefore, when an emergency effecting health, safety or welfare requires the immediate delivery of goods or the performance of the services; and

WHEREAS, the Township has secured contractor Philadelphia Mixers, 1221 E. Main Street, Palmyra, Pa. 17078, who has begun conducting the repairs and replacement necessary to meet the immediate needs of the emergent conditions at the WTTP on a time and material basis, for an estimated total amount not to exceed \$59,600; and **WHEREAS**, the Chief Financial Officer of the Township has approved this expenditure and certified that adequate funds for such repairs and replacement are available in Account C-04-20-900-410.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley Heights as follows:

1. The aforesaid recitals are incorporated as though set forth at length herein.
2. The Township Council authorizes and ratifies WWTP's securing of the required labor and materials to the extent necessary to complete the ongoing emergency

repairs and replacement for the Nitrification System Surface Aerator system and the mixer in the WWTP headworks.

3. The Mayor, Township Administrator, and Chief Financial Officer are hereby authorized and directed to take any and all actions necessary to effectuate payment to Philadelphia Mixers, for the emergency repairs and replacement authorized and ratified by this Resolution, in a total amount not to exceed \$59,60000.
4. This resolution shall take effect immediately.

APPROVED this 16th day of March 2021.

ATTEST:

Ana Minkoff
Township Clerk

CHIEF FINANCIAL OFFICER CERTIFICATION

I hereby certify that sufficient legal appropriated funds are available to pay for this emergency in Account C-04-20-900-410, and that these funds have not been certified as available for another pending contract.

Eugenia Poulos
Chief Financial Officer

#6

TOWNSHIP OF BERKELEY HEIGHTS

**A RESOLUTION AMENDING THE 2021 TEMPORARY
APPROPRIATIONS**

WHEREAS, the governing body previously adopted a resolution authorizing temporary appropriations for 2021 in accordance with N.J.S.A. 40:-19; and

WHEREAS, the governing body now wishes to amend certain temporary appropriations for the 2021 and to make new appropriations to provide for the period between the adoption of the budget.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, NEW JERSEY, that the following amendments to the 2021 temporary appropriations be adopted.

<u>Current Fund</u>	<u>Adopted</u>
Fire Hydrant O/E	\$ 20,000.00
Buildings & Grounds O/E	\$ 20,000.00
Street Lighting	\$ 20,000.00
Telephone	\$ 20,000.00
Electricity	\$ 45,000.00
Total	\$ 125,000.00

Approved this 16th day of March, 2021.

ATTEST:

Ana Minkoff
Township Clerk

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, pursuant to cable television franchises granted by the Township of Berkeley Heights ("Township") to Comcast and Verizon, the Township has access to a local cable channel (commonly known as, and hereinafter referred to as "BH GLTV"), which broadcasts on Channel 34 of the Comcast Network and Channel 47 of the Verizon Fios Network, and on which the Township has given the Berkeley Heights Board of Education ("Board") access to broadcast content of its own creation along with the Township's content as well; and

WHEREAS, the Board currently operates BH GLTV on the Township's behalf, including scheduling programming and overseeing day-to-day operations of BH GLTV station staff and equipment; and

WHEREAS, The Township and the Board desire to establish a more formal agreement delineating ownership of equipment, scheduling and programming content; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses; and

WHEREAS, the Township and the Board have negotiated mutually agreeable terms for a shared services agreement regarding the operation of BH GLTV, which shall be for a term of five years, and under which the Township will pay the Board for labor costs in an amount not to exceed \$125.00 per month.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Berkeley Heights, in the County of Union, and State of New Jersey, as follows:

1. The above recitals are incorporated as though set forth at length herein.
2. The Shared Services Agreement ("Agreement") with the Board regarding the operation of BH GLTV for a five-year term is hereby approved in substantially the same form of Agreement as is attached hereto.
3. Payment from the Township to the Board under said Agreement shall not exceed a total of \$7,500.00, and shall be subject to the appropriate certifications by the Township's Chief Financial Officer as to the availability of sufficient funds.
4. The Mayor and Township Clerk are authorized to respectively execute and attest

to the said Agreement, which may include any and all minor changes as are approved by the Mayor after consultation with the Township Attorney.

5. The appropriate Township officials are hereby authorized to take any and all additional actions required to implement the terms of this Resolution and the Agreement.

6. This Resolution shall take effect immediately.

APPROVED this 16th day of March 2021.

ATTEST:

Ana Minkoff
Township Clerk

SHARED SERVICES AGREEMENT
Between The Township of Berkeley Heights and The Berkeley
Heights Board of Education

SHARED USE OF COMCAST CHANNEL 34/VERIZON
CHANNEL 47 SERVICES

THIS AGREEMENT is made on this ____ day of _____ 2021, by and between the **BERKELEY HEIGHTS BOARD OF EDUCATION**, a School Board in the State of New Jersey (“the Board”), having an office at 345 Plainfield Avenue, Berkeley Heights, New Jersey 07922 and the **TOWNSHIP OF BERKELEY HEIGHTS**, a Municipal Corporation of the State of New Jersey (“the Township”), having an office at 29 Park Avenue, Berkeley Heights, New Jersey 07922.

W I T N E S S E T H

WHEREAS, the Board and the Township (collectively referred to as the “Parties”) seek to enter into a Shared Services Agreement (“Agreement”) pursuant to the provisions of the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C:40A:65-1, *et seq.*); and

WHEREAS, the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C:40A:65-1, *et seq.*) authorizes and empowers the Parties to enter into this Agreement; and

WHEREAS, pursuant to cable television franchises granted by The Township to Comcast and Verizon, the Township has access to a local cable channel (commonly known as, and hereinafter referred to as “BH GLTV”), which broadcasts on Channel 34 of the Comcast Network and Channel 47 of the Verizon Fios Network, on which The Township has given The Board access to broadcast content of its own creation along with the Township’s content as well; and

WHEREAS, the Board currently operates BH GLTV on the Township’s behalf, including scheduling programming and overseeing day-to-day operations of BH GLTV station staff and equipment; and

WHEREAS, this Agreement provides for certain Broadcast Support Services (“TV Support”) to be provided by the Board to the Township in accordance with the terms and conditions set forth herein; and

WHEREAS, the Township and the Board desire to establish a more formal agreement delineating ownership of equipment, scheduling and programming content; and

WHEREAS, this Shared Services Agreement is subject to resolutions of the Governing Bodies of the Board and the Township approving same; and

WHEREAS, the Parties have filed a copy of this Agreement with the Division of Local Government Services in the Department of Community Affairs pursuant to (C:40A:65-4);

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. **Services to be Provided.** The Board is host and operator of BH GLTV, Comcast 34 and Verizon 47. The Board will operate in a cost efficient manner while maximizing services to the public. The Board is responsible for overseeing day-to-day operations of the BH GLTV station including but not limited to staff, equipment, and scheduling.
2. The Board will accept and host programming provided by the Township, in the manner and times agreed to by the two parties (see Section 3 below), and, in the event of a conflict the parties will jointly work to resolve such that the scheduling of the programming retains mutual benefit for both parties. The Parties agree that the Board will not be obligated to accept and host obscene or indecent programming provided by the Township.
3. The Township will regularly provide the Board with content that it wishes to have broadcast and will work with the Board to meet the desired timing, frequency and priority.
 - a. The Board shall provide the Township with TV Support of programming inclusive

of a minimum of five (5) hours of content per day.

- b. The Township can submit content for two schedules (e.g. an 'A' schedule and a 'B' schedule) that will be broadcast on alternate days.
 - c. The Township programming will run three times daily at 10AM (3 hours, includes Town Council meeting broadcast), 2PM (1 hour) and 6PM (1 hour) unless these times interfere with real-time events broadcast by the Board. Such conflicts will be discussed and agreed to in advance with alternate times suggested.
 - d. The management of the programming will continue to be delivered on the property of the Board and by an employee of the Board assigned to this responsibility at sole discretion of the Board. The Parties will work cooperatively to ensure continuity of programming during the summer, as previously agreed by both parties.
4. The Board will manage, secure and maintain all necessary equipment to schedule and broadcast programming.
5. The TV Support provided by The Board to The Township, consistent with the terms herein shall be as follows:
- a. Responding to scheduling and broadcast problems and making necessary corrections;
 - b. Maintaining all Township-provided equipment pursuant to Section 7(c) below;
 - c. Assisting with the purchase of any additional supplies and equipment necessary to meet the needs of Township programming; and
 - d. Prioritizing and scheduling programming accordingly, as needed by both Parties.
6. **Consideration.** In exchange for the services provided by the Board set forth in Section 4 hereinabove, the Township agrees to pay the Board a rate of \$125.00 per month to cover

the Board's labor costs. Payment for services shall be invoiced semi-annually and payment shall be rendered by the Township to the Board within thirty (30) days from receipt of the invoice for said services from the Board.

7. Township-Provided Equipment.

- a. "Township-provided equipment" shall include any equipment that the Township provides to the Board, currently an Apple Computer, Media Drive, and Video Dongle(s), as well as any other future equipment owned by the Township that the Board utilizes in its operation of BH GLTV.
- b. If the Township determines that additional equipment is necessary to facilitate or enhance the broadcast of Township programming, it may elect to provide such equipment to the Board for use in its operation of BH GLTV.
- c. The Board is responsible for maintaining any Township-provided equipment in good working order, and promptly reporting any malfunctions or necessary repairs/replacements to the Township.
- d. The Township shall retain ownership of any Township-provided equipment. If any Township-provided equipment is no longer needed by the Board in its operation of BH GLTV, the Board will promptly return possession of such equipment to the Township.
- e. The Board acknowledges that the equipment provided by the Township is to be used solely by the Board and its agents to enable program scheduling and otherwise fulfill the terms of this Agreement. The Township will purchase any replacement equipment needed by the Board within thirty (30) days from receipt of a statement written by the Board detailing the need for replacement equipment.

8. **Terms.** Pursuant to N.J.S.A. 40A:65-7(a)(4), this Agreement shall be for a term of five (5) years, or until such time as either party notifies the other, in writing, at least thirty (30) days in advance, of the intent to terminate this Agreement, or if this Agreement is otherwise terminated pursuant to the terms herein. Both parties agree to a yearly meeting to discuss the current operation(s) and the terms of the agreement.
9. **Insurance.** The Parties shall provide insurance coverage naming each other as additional insured for the use of the other's equipment and facilities. The Parties shall submit proof of and maintain liability insurance in the amount of at least one million (\$1,000,000) dollars upon the execution of the Agreement and the duration of same.
10. **Assignment.** The Parties shall retain the work under their respective control and shall not assign, transfer, or sublet or otherwise dispose of this Agreement or any right to responsibility hereunder, without the previous written consent of the Parties. The Parties shall not assign, in any way, the monies due or to become due under this Agreement. Any assignment of this Agreement shall not, in any way, release the Parties from their covenants, conditions and terms of this Agreement and the duties imposed hereunder.
11. **Indemnification.** The Parties shall indemnify and hold each other, all representatives thereof, harmless from and against any and all claims, damages, losses and expenses to the extent caused by the Parties negligent acts, errors, intentional acts or omissions in the performance of their services and responsibilities under this Agreement.
12. **Confidentiality.** The Parties acknowledge that all information, data, strategies, positions and the like, which the TV support personnel may be exposed to or gain knowledge of by virtue of this Agreement is confidential in nature and shall not be disseminated to the other party to this Agreement or any third party, except only as required by law or order of court.

13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
14. **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, to implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.
15. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the Parties, or of any right which is not explicitly waived in this Agreement.
16. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same is in writing, duly authorized and signed by all the Parties hereto.
17. **Headings.** The paragraph headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

IN WITNESS HEREOF, the Parties have set their hand and seals and caused this Agreement to be executed on the day and year above written.

ATTEST:

The Berkeley Heights Board of Education

Donna Felezzola, Board Secretary

By:

Douglas Reinstein, Board President

ATTEST:

Township of Berkeley Heights

Ana P. Minkoff, Township Clerk

By:

Angie D. Devanney, Mayor

8a

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

IT IS HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, Union County, New Jersey, that Anthony Delia, 1032 River Road, Mount Bethel, PA, is hereby removed from the active roster of the Berkeley Heights Volunteer Fire Department effective March 16, 2021.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Fire Chief.

APPROVED this 16th day of March, 2021.

ATTEST:

Ana Minkoff
Township Clerk

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

IT IS HEREBY RESOLVED that the Township Council of the Township of Berkeley Heights, Union County, New Jersey, that John Bernier, is hereby appointed to the active roster of the Berkeley Heights Volunteer Fire Department effective March 16, 2021.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Fire Chief.

APPROVED this 16th day of March, 2021.

ATTEST:

Ana Minkoff
Township Clerk

TOWNSHIP OF BERKELEY HEIGHTS, UNION COUNTY

Ordinance No.: _ _ _ _

AN ORDINANCE AMENDING SECTION 17.11.6 (ADDITIONAL FEES) OF THE MUNICIPAL CODE OF THE TOWNSHIP OF BERKELEY HEIGHTS SO AS TO ESCROW FEES TO COVER THE COST OF TAX MAP REVISIONS

WHEREAS, Appendix A of the Municipal Code of the Township of Berkeley Heights contains the Municipal Land Use Procedures Ordinance; and

WHEREAS, Part 17 of Appendix A concerns Administration and Enforcement of those Land Use procedures; and

WHEREAS, Article 11 (17.11) of Part 17 contains the necessary Fees and Escrows required for development applications; and

WHEREAS, existing Section 17.11.6 is a provision detailing fees necessary to be provided to the Township for it to cover the cost incurred to update the Township's tax map when granting development applications and subdivisions; and

WHEREAS, the current Section 17.11.6, as constructed, does not provide a mechanism for submission of the aforesaid tax map fees, and the Council has demonstrated a desire to include said fees in the escrow set up for each development project;

NOW, THEREFORE, BE IT ORDAINED, the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, as follows:

SECTION I.

The foregoing recitals are hereby incorporated as if set forth fully herein.

SECTION II.

Section 17.11.6 entitled "Additional Fees" is hereby amended to read as follows (struck through portions to be removed, bolded and underlined portions to be added):

A. Tax Map Revisions

In addition to the application and escrow fees required by this Article, pPrior to the signing of the final map, deed, or site plan (as the case may be) for any major or minor subdivision or other development approval which results in the necessity for an amendment or revision to the Tax Maps of the Township, the applicant securing such approval ~~shall pay to the Township the following fees which shall be in addition to all fees required to be paid by existing Township ordinances:~~ **shall submit a tax map revision fee, as outlined below, in the form of an escrow deposit into the account used for Escrow Fees under Section 17.11.2. Such deposits shall be utilized to pay the reasonable costs incurred for the review and revisions to the Township's tax map upon granting development applications and/or subdivision applications. Said fees outlined**

below shall be paid by check or money order payable to the Township of Berkeley Heights as outlined in Section 17.11.4.

1. Minor subdivisions -- **\$200.00** ~~\$75.00~~-per lot **created**;
2. Major subdivisions -- **\$150.00** ~~\$75.00~~-per lot **created**, not to exceed \$4,500.00-~~\$3,500.00~~;
3. Site plans **(including, but not limited to, easements, rights-of-way, dedications, vacations, lease areas, or restricted areas)** -- \$300.00 **per encumbrance** ~~\$75.00~~ per unit, not to exceed \$7,500.00;
4. **Condominium/Townhouse plan -- \$200.00 per unit, not to exceed \$7,500.00.**

When submitting the required tax map fees for a development application, the applicant shall be required to submit to the appropriate Township official the applicable recorded documents, CAD files, and master deeds, when applicable.

B. Utility Installations

Prior to the signing of the final map, deed, or site plan (as the case may be) for any development application regulated by this Ordinance, the applicant for approval shall pay, to any utility company which shall be providing utility services to the site for which the Township will be responsible for all or any portion of the payment after construction (e.g. street lighting or fire hydrant service), any advance deposit, initial payment, or other fee which will, in accordance with an adopted policy of such utility company result in a lower periodic service fee for such service.

SECTION III.

Any ordinances or parts thereof inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION IV.

If any such section, paragraph, subdivision, clause, or provision of this Ordinance shall be adjudged invalid, such adjudication shall only apply to this section, paragraph, subdivision, clause, or provision, and the remainder of this ordinance shall be deemed valid and effective.

SECTION V.

This ordinance shall take effect upon adoption and publication in the manner required by New Jersey law but, in no event, less than 20 days after its final passage by the Township Council and approval by the Mayor, where such approval is required pursuant to N.J.S.A. 40:69A-181(b).

INTRODUCED the _____ day of _____, 2021.

ADOPTED the _____ day of _____, 2021.

By: _____
Angie Devanney, Mayor

ATTEST:

Ana Minkoff, Township Clerk

**NOTICE OF
INTRODUCTION**

Ordinance -2021

**AN ORDINANCE AMENDING SECTION 17.11.6 (ADDITIONAL FEES) OF THE
MUNICIPAL CODE OF THE TOWNSHIP OF BERKELEY HEIGHTS SO AS TO ESCROW
FEES TO COVER THE COST OF TAX MAP REVISIONS**

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights, do hereby certify that the foregoing Ordinance was introduced on First Reading at a meeting of the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, on **March 16, 2021** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **April 6, 2021** at **7:00** p.m. or as soon thereafter, as practical, via Zoom: <http://zoom.us/s/3575747364>, if you need to enter a meeting ID it is: **357-574-7364**. At which time and place all persons interested therein or affected thereby, will be given an opportunity to be heard concerning the same. Alternatively, you may submit written comments in advance of the meeting either via electronic mail (to: aminkoff@bhtwp.com) or by written letter (to: Township Clerk, 29 Park Avenue, Berkeley Heights, NJ 07922), including commenter's full name and address, which must be received by the Township Clerk by 4:00 P.M. on the date of the Zoom meeting. During the week prior to, and up to the time of Public Hearing, copies of said Ordinance will be available by contacting the Municipal Clerk via email, aminkoff@bhtwp.com, or by calling 908-464-2700, and at the website www.berkeleyheights.gov, for the members of the general public who shall request the same.

**Ana Minkoff
Township Clerk**

EXPLANATORY STATEMENT: This Ordinance extends the effective period of Ordinance 25-2020, which authorizes restaurants to establish and operate approved temporary dining areas during the COVID-19 pandemic.

**TOWNSHIP OF BERKELEY HEIGHTS
ORDINANCE NO. 2020-__**

An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, extending the effective period of Ordinance 25- 2020, which authorizes restaurants to establish and operate approved temporary dining areas during the COVID-19 pandemic.

WHEREAS, consistent with directives and guidance from the Governor's Office and Centers for Disease Control and Prevention (CDC) regarding restaurant operations during the COVID-19 pandemic, the Township Council for the Township of Berkeley Heights ("Township") adopted Ordinance 8- 2020-on June 9, 2020, permitting restaurants to seek approval to establish and operate temporary outdoor dining areas and Ordinance 25-2020 extending the effective period; and

WHEREAS, following the adoption of Ordinance 8-2020, and Ordinance 25-2020, the Township has worked with restaurants with respect to the establishment and operation of temporary outdoor dining areas during the COVID-19 pandemic, in order to ensure that all such dining areas are operated safely and in accordance with all applicable rules, directives, and guidance; and

WHEREAS, although the effective period of Ordinance 25-2020 is currently set to expire on April 1, 2021, the Township Council believes that it would be in the best interest of the Township to extend the effective period through December 1, 2021.

NOW, THEREFORE, BE IT ORDAINED by the Township Council for the Township of Berkeley Heights as follows:

SECTION I – AMENDMENT

Ordinance 25-2020, adopted on October 27, 2020, is hereby amended only at Section XIII (Expiration Date) to delete the expiration date of "on April 1, 2021" and replace it with "after December 1, 2021".

SECTION II – REPEAL

This Ordinance is not meant to repeal any provisions of the Code, and all ordinances, portions of ordinances and provisions of the Township Code which are inconsistent or in conflict with the provisions of this Ordinance are temporarily suspended only for the purpose and duration set forth in this Ordinance and only to the extent of such inconsistency or conflict.

SECTION III – SEVERABILITY

The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged invalid and shall not be

deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

SECTION IV – PRESENTATION

This Ordinance shall be presented for the Mayor's approval and signature, which approval shall be granted or denied within ten days of receipt of same, pursuant to N.J.S.A. 40:69A-149.7. If the Mayor fails to return this Ordinance with either an approval or objection to same within ten days after presentation, then this Ordinance shall be deemed approved.

SECTION V - EFFECTIVE DATE

This Ordinance shall take effect upon passage and publication according to law.

INTRODUCED the _____ day of _____, 2021.

ADOPTED the _____ day of _____, 2021.

By: _____
Angie Devanney, Mayor

ATTEST:

Ana Minkoff, Township Clerk

**NOTICE OF
INTRODUCTION**

Ordinance -2021

An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, extending the effective period of Ordinance 25- 2020, which authorizes restaurants to establish and operate approved temporary dining areas during the COVID-19 pandemic

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights , do hereby certify that the foregoing Ordinance was introduced on First Reading at a meeting of the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, on March 16, 2021 and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on April 6, 2021 at 7:00 p.m. or as soon thereafter, as practical, via Zoom: <http://zoom.us/s/3575747364>, if you need to enter a meeting ID it is: 357-574-7364. At which time and place all persons interested therein or affected thereby, will be given an opportunity to be heard concerning the same. Alternatively, you may submit written comments in advance of the meeting either via electronic mail (to: aminkoff@bhtwp.com) or by written letter (to: Township Clerk, 29 Park Avenue, Berkeley Heights, NJ 07922), including commenter's full name and address, which must be received by the Township Clerk by 4:00 P.M. on the date of the Zoom meeting. During the week prior to, and up to the time of Public Hearing, copies of said Ordinance will be available by contacting the Municipal Clerk via email, aminkoff@bhtwp.com, or by calling 908-464-2700, and at the website www.berkeleyheights.gov, for the members of the general public who shall request the same.

**Ana Minkoff
Township Clerk**

**A RESOLUTION PURSUANT TO N.J.S.A.10:4-12 MOVING
THE PUBLIC MEETING INTO EXECUTIVE SESSION**

WHEREAS, the provisions of the Open Public Meetings Act (N.J.S.A.10:4-1 et seq.) expressly provide that a public body may move into Executive Session and exclude the public from that portion of a meeting at which the public body discusses any of the nine areas set forth in N.J.S.A.10:4-12b; and

WHEREAS, the Township Council of the Township of Berkeley Heights has determined it necessary to move into Executive Session to discuss the following subjects, all of which are included in the aforesaid exceptions:

1. Attorney-Client Privilege– Affordable Housing

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of

Berkeley Heights that it does hereby move into Executive Session pursuant to N.J.S.A.10:4-12b to discuss the aforesaid matters; and

IT IS FURTHER RESOLVED that the aforesaid discussions shall be made public either at the Public Meeting following said Executive Session or at such time as any litigated or personnel matters are concluded; or upon conclusion of any negotiations or related discussions; or as otherwise specified; and

IT IS FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

APPROVED this 16th day of March, 2021.

Attest: _____
Ana Minkoff, Township Clerk